282 a *plea of limitations, adjudged to be barred; yet that would not have affected the party's remedy upon the mortgage; because, the suit in Chancery upon the mortgage involves the title to the land, which, by analogy, can only be barred by the limitation of twenty years. At law the lapse of twelve or three years is an absolute bar to the remedy upon a bond or simple contract. But a mortgage is a security of a higher and more durable nature; one by which the right to the land is pledged for the payment of the debt. The lapse of twenty years, in such cases, has been allowed, by analogy, and not by any direct operation of the statute limiting the time within which an entry into land must be made, to raise a presumption, either that the debt so secured never was due, or that it had been paid. *Toplis* v. *Baker*, 2 *Cox*, 123; *Pow. Mort.* 361, *note T*, 393 *note*, 1153, 1155. And, upon the same principles, a similar presumption of satisfaction after the lapse of twenty years has been held to be a bar to a bill for the recovery of the purchase money founded on the vendor's equitable lien. *Bidlake* v. *Arundel*, 1 *Rep. Cha.* 93; *Hunton* v. *Davis*, 2 *Rep. Cha.* 44; *Matthews Presum.* 395. But, where a mortgage, and a bond or note has been given to secure the payment of the same debt, the creditor may sue on all his remedies at the same time. He may file a bill in Chancery to foreclose, bring an action of ejectment and also an action upon the bond or note. The lapse of twelve or three years would be a bar of his action upon the bond or note; but the ejectment could only be barred by a lapse of twenty years.

The bill in Chancery to foreclose the mortgage or to enforce the equitable lien, being analogous to the proceeding at law by ejectment upon the mortgage, can only be barred by a similar lapse of time. *Pow. Mort.* 966, *note G; Hughes* v. *Edwards*, 9 *Wheat.* 494. Hence, although issue has been joined on this plea, it must be regarded as a nullity; since there is nothing in the case to which it can at all apply.

Recollecting that the deed of conveyance from James M. Lingan to John Henderson, bears date in May, 1807, after which John Henderson repeatedly acknowledged, that he had paid no part of the purchase money; that a plea admits the truth of every thing stated in the bill not denied by it; that there is no answer in support of this plea denying the truth of those acknowledgments charged in the bill to have been made by John Henderson, which would certainly take the case out of the statute had it been barred in his life-time; and that this suit was instituted in November, 1821,

283 it is *perfectly evident, that the Statute of Limitations, in no form in which it could have been relied on as a defence, could operate as a bar to the equitable lien by which this land was bound to the plaintiffs for the payment of the purchase money. And it being entirely clear, from the pleadings and proofs, that the purchase money agreed to be paid by the late John Henderson,